

AGENDA ITEMS

**VILLAGE BOARD
MEETING**

07/10/2013

LOCAL LAW NO. FOR THE YEAR 2013

A Local Law entitled Local Law No. for the year 2013, creating a moratorium prohibiting the receipt, processing or approval of any zoning permit or site plan application for a use located in an Industrial zone within the Village of Wappingers Falls.

BE IT ENACTED by the Board of Trustees of the Village of Wappingers Falls, as follows:

SECTION 1: LEGISLATIVE INTENT

The Village Board of the Village of Wappingers Falls has deemed it necessary to review the findings of a certain study which suggest that the uses allowed in its Industrial zones be reviewed for modification and require a period of stability to allow for the review without continued development which may be contrary to said changes. The Village of Wappingers Falls when conducting this review will primarily focus on the substantially undeveloped portion of the zones and the property which was or is included in the New York State Department of Environmental Conservation superfund site 314058.

SECTION 2: TEXT

For a period of 12 months from July 10th, 2013, the Planning Board, Code Enforcement Officer and any other official of the Village of Wappingers Falls is prohibited from reviewing, granting approval, or issuing permits which would allow for the creation of a new use or structure in an Industrial Zone located within the Village of Wappingers Falls.

The above-stated prohibitions shall not apply to any building permits issued prior to the date notice was given that this Local Law would be considered by the Village Board. Said notice was published on May 17th 2013 or any modification or alteration to an existing use provided the same is not located in the aforesaid superfund site 314058.

Any person firm or entity that shall construct, erect, enlarge or alter any use in violation of this Local Law shall be subject a penalty in an amount not greater that \$10,000.00 for each day the violation shall exist.

SECTION 3: APPEALS

The Village Board shall have the power to vary or modify the application of any provision hereunder upon its determination, in its absolute legislative discretion, after Public Hearing and notice, that this Local Law would create extraordinary hardship upon

a landowner. Any such application for a variance shall be filed with the Village Clerk and shall include a fee of \$750.00 for the processing of said application.

SECTION 4: SEVERABILITY

If any provision of this chapter or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of the chapter or the application thereof to other persons and circumstances.

SECTION 5: EFFECTIVE DATE

This Local Law shall become effective upon filing in the office of the Secretary of State.

James Canavan(1958 - 2013)

James J. Canavan

Poughkeepsie, NY - James J. Canavan, 55, of the town of Poughkeepsie, passed away Thursday June 6, 2013 at Memorial Sloan-Kettering Cancer Center, N.Y.C.

Born in Danville, PA. February 11, 1958, he was the son of James and Diane M. Owczarek Canavan. He was a former resident of Wappingers Falls.

Jim was employed at IBM in E. Fishkill many years. He was a life member of S.W.Johnson Eng. Co.#2, Wappingers Falls, and the New Hamburg Yacht Club.

He is survived by his wife, the former Sally Silvestri, daughter, Jessica Canavan, and mother, Diane M. Canavan, all of the town of Poughkeepsie, and several aunts, uncles, and cousins. He also leaves behind his pet cat Mikey. Jim was predeceased by his father, James Canavan.

Friends may call at the Delehanty Funeral Home 64 E. Main St., Wappingers Falls, Sunday from 2 to 4 and 7 to 9 PM.

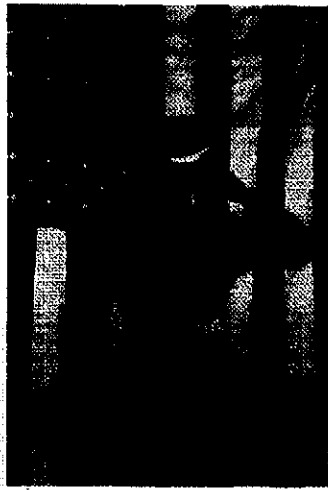
A Mass of Christian Burial will be offered Monday at 10:00 AM at St. Marys Church, Clinton St., Wappingers Falls. Burial St. Marys Cemetery.

S.W. Johnson Eng. Co service Sunday 8:00 PM.

Memorial donations may be made to Multiple Myeloma Research Foundation 383 Main Ave., 5th floor, Norwalk, CT. 06851.

To send a condolence or for directions, visit www.delehantyfuneral.com

Published in the Poughkeepsie Journal on June 8, 2013



Shop Rite
and the
Village of

Wappingers Falls



Are inviting everyone to come and join our

second annual spaghetti dinner

on Saturday July 27, 2013

at the Knights of Columbus

in Wappinger Falls at 6pm

to benefit our local Veterans

Cost is \$10 per person.

All you can eat spaghetti, meatballs, salad,

bread and butter and beverages.

We are also collecting nonperishable food items,
socks, underwear, and t-shirts to be delivered to
our local Veterans at Castle Point.



LYONS & SUPPLE

COUNSELORS AT LAW

92 EAST MAIN STREET

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JOHN L. SUPPLE

GREGORY D. SUPPLE *

PAUL B. SUPPLE

* NY & CA BAR

JAMES I. LYONS (1919 - 2008)

BEACON OFFICE

5 CLIFF ST., P.O. BOX 227

BEACON, NY 12508-0227

(845) 831-1234

June 25, 2013

Village of Wappingers Falls

Att: Jennifer Brown, Village Treasurer

2628 South Avenue

Wappingers Falls, New York 12590

RE: Bond Resolution for July 10, 2013 Board Meeting-\$611,000.

Dear Jennifer:

Enclosed please find the Bond Resolution for the Board of Trustees next meeting. This Resolution requires the affirmative vote of at least 5 out of 7 Board members. Once the Board has adopted the Bond Resolution, you will need to publish the Legal Notice of Adoption in the official newspaper. Also (after adoption) the Legal Notice needs to be posted in five (5) conspicuous places throughout the Village. When available please furnish me with the following:

1. Certified Original of the enclosed Resolution
2. Original printer's affidavit of publication of the summary notice of adoption
3. Village Clerk's affidavit of posting of the summary Notice of Adoption

These postings and publications must be completed within ten (10) days, i.e. by **July 20, 2013.**

If you have any questions or concerns regarding same, please do not hesitate to call my office.

Very truly yours,

LYONS & SUPPLE

Gregory D. Supple

GDS/lm

Enc.

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, at a meeting held on July 10, 2013, duly adopted the resolution published herewith, a summary of which is published herein, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Wappingers Falls, Dutchess County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED JULY 10, 2013

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York
_____, 2013

Village Clerk

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the Village of Wappingers Falls, Dutchess County, New York,
DEPOSE AND SAY:

That on _____, 2013, I caused to be posted a summary Notice of Adoption of a
bond resolution adopted July 10, 2013, at the following six (6) conspicuous public places in said
Village:

A true, correct and complete copy of such summary Notice of Adoption, in the exact form
in which the same was actually posted, is set forth below.

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers
Falls, Dutchess County, New York, at a meeting held on July 10, 2013, duly adopted the resolution
published herewith, a summary of which is published herein, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Wappingers Falls,
Dutchess County, New York, are irrevocably pledged for the payment of the principal of and
interest on such obligations as the same respectively become due and payable; that an annual
appropriation shall be made in each year sufficient to pay the principal of and interest on such
obligations becoming due and payable in such year; that the power to authorize the issuance of and
to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by
such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other
matters, except as provided in such resolution, relating to the bonds authorized, including the date,
denominations, maturities and interest payment dates, within the limitations prescribed in such
resolution and the manner of the execution of the same and also including the consolidation with
other issues, and the authority to issue such obligations on the basis of substantially level or
declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and
that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York
_____, 2013

Village Clerk

Sworn to before me on
_____, 2013.

Notary Public

10607220.20

At a regular meeting of the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, held at the Village offices on Spring Street, in Wappingers Falls, New York, in said Village, on July 10, 2013, at _____ o'clock _____.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED JULY 10, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, as follows:

Section 1. For paying the cost of the renovation of the Highway Barn interior, in and for the Village of Wappingers Falls, Dutchess County, New York, including incidental improvements in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$611,000 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$611,000, and the plan for the financing thereof is by the issuance of the \$611,000 bonds of the Village of Wappingers Falls, Dutchess County, New York, authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the foregoing specific object or purpose constitutes a capital improvement and that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a class "C" building within the meaning of subdivision

eleven of said paragraph a.. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years, and that the foregoing is not an assessable improvement.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Wappingers Falls, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Wappingers Falls, Dutchess County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of the Village; provided, however, that in the exercise of these delegated powers, he

or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of its Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or

are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. Upon this resolution taking effect, the same shall be published in summary in the *Poughkeepsie Journal*, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

Section 12. This resolution is adopted subject to permissive referendum in accordance with Section 36.00 of the Local Finance Law and Article 9 of the Village Law.

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Village Clerk of the Village of Wappingers Falls, Dutchess County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolutions contained therein, held on July 10, 2013, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board of Trustees had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village
on _____, 2013.

Village Clerk

(CORPORATE
SEAL)

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, at a meeting held on July 10, 2013, duly adopted the resolution published herewith, a summary of which is published herein, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Wappingers Falls, Dutchess County, New York, are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

BOND RESOLUTION DATED JULY 10, 2013

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York
 _____, 2013

Village Clerk

AFFIDAVIT OF POSTING

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the Village of Wappingers Falls, Dutchess County, New York,
DEPOSE AND SAY:

That on _____, 2013, I caused to be posted a summary Notice of Adoption of a
bond resolution adopted July 10, 2013, at the following six (6) conspicuous public places in said
Village:

A true, correct and complete copy of such summary Notice of Adoption, in the exact form
in which the same was actually posted, is set forth below.

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Wappingers
Falls, Dutchess County, New York, at a meeting held on July 10, 2013, duly adopted the resolution
published herewith, a summary of which is published herein, subject to a permissive referendum.

The resolution provides that the faith and credit of the Village of Wappingers Falls,
Dutchess County, New York, are irrevocably pledged for the payment of the principal of and
interest on such obligations as the same respectively become due and payable; that an annual
appropriation shall be made in each year sufficient to pay the principal of and interest on such
obligations becoming due and payable in such year; that the power to authorize the issuance of and
to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by
such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other
matters, except as provided in such resolution, relating to the bonds authorized, including the date,
denominations, maturities and interest payment dates, within the limitations prescribed in such
resolution and the manner of the execution of the same and also including the consolidation with
other issues, and the authority to issue such obligations on the basis of substantially level or
declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and
that this LEGAL NOTICE shall be published.

A summary of the bond resolution follows:

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$611,000 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE RENOVATION OF THE HIGHWAY BARN INTERIOR, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision twelve of paragraph a of Section 11.00 of the Local Finance Law, as the Highway Barn is a Class "B" building within the meaning of subdivision eleven of said paragraph a.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York
_____, 2013

Village Clerk

Sworn to before me on
_____, 2013.

Notary Public

LYONS & SUPPLE

COUNSELORS AT LAW

92 EAST MAIN STREET

P.O. BOX 46

WAPPINGERS FALLS, NY 12590-0046

(845) 297-0600

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E-MAIL: SUPPLELAW@AOL.COM

JOHN L. SUPPLE

GREGORY D. SUPPLE *

PAUL B. SUPPLE

* NY & CA BAR

JAMES I. LYONS (1919 - 2008)

BEACON OFFICE

5 CLIFF ST., P.O. BOX 227

BEACON, NY 12508-0227

(845) 831-1234

July 2, 2013

Village of Wappingers Falls

Att: Jennifer Brown, Village Treasurer

2628 South Avenue

Wappingers Falls, New York 12590

RE: Bond Resolution for July 10, 2013 Board Meeting-\$311,500, Solar Garden

Dear Jennifer:

As the Village Board of Trustees previously requested, enclosed please find the Bond Resolution for the Board of Trustees July 10, 2013 meeting. This Resolution requires the affirmative vote of at least 5 out of 7 Board members. Once the Board has adopted the Bond Resolution, you will need to publish the Legal Notice of Estoppel in the official newspaper at least once. When available please furnish me with the following:

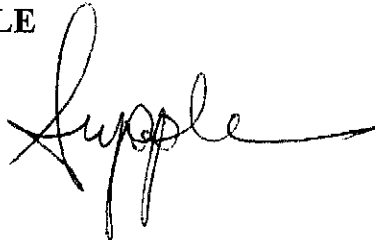
1. Certified Original of the enclosed Resolution
2. Original printer's affidavit of publication of the Legal notice of Estoppel

If you have any questions or concerns regarding same, please do not hesitate to call my office.

Very truly yours,

LYONS & SUPPLE

Gregory D. Supple
GDS/lm
Enc.



LEGAL NOTICE OF ESTOPPEL

NOTICE IS HEREBY GIVEN that the resolution, a summary of which is published herewith, has been adopted by the Board of Trustees of the Village of Wappinger Falls, Dutchess County, New York, on July 10, 2013, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which said Village is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A summary of the aforesaid resolution is set forth below. The resolution provides as follows: that the faith and credit of the Village of Wappinger Falls, Dutchess County, New York (the "Village"), are irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable; that an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year; that the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds authorized by such resolution, including renewals of such notes, is delegated to the Village Treasurer; that all other matters, except as provided in such resolution, relating to the bonds authorized, including the date, denominations, maturities and interest payment dates, within the limitations prescribed in such resolution and the manner of the execution of the same and also including the consolidation with other issues, and the authority to issue such obligations on the basis of substantially level or declining annual debt service, is delegated to and shall be determined by the Village Treasurer; and that this LEGAL NOTICE shall be published.

A summary of the bond resolution follow:

BOND RESOLUTION DATED JULY 10, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$311,500 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION AND INSTALLATION OF SOLAR ENERGY PANELS AND RELATED EQUIPMENT (SOLAR GARDEN) AT THE VILLAGE'S WATER TREATMENT FACILITY, IN AND FOR SAID VILLAGE.

The period of probable usefulness of the aforesaid specific object or purpose is five years pursuant to subdivision thirty-two of paragraph a of Section 11.00 of the Local Finance Law.

THE FULL TEXT OF THIS BOND RESOLUTION IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE VILLAGE CLERK LOCATED AT 2628 SOUTH AVENUE, WAPPINGERS FALLS, NEW YORK, DURING NORMAL BUSINESS HOURS.

Dated: Wappingers Falls, New York
_____, 2013

Village Clerk

At a regular meeting of the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, held at the Village Offices, 2628 South Ave, Wappingers Falls, New York, in said Village, on July 10, 2013, at _____ o'clock _____.M., Prevailing Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by _____, who moved its adoption, seconded by _____, to-wit:

BOND RESOLUTION DATED JULY 10, 2013.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$311,500 BONDS OF THE VILLAGE OF WAPPINGERS FALLS, DUTCHESS COUNTY, NEW YORK, TO PAY THE COST OF THE ACQUISITION AND INSTALLATION OF SOLAR ENERGY PANELS AND RELATED EQUIPMENT (SOLAR GARDEN) AT THE VILLAGE'S WATER TREATMENT FACILITY, IN AND FOR SAID VILLAGE.

WHEREAS, all conditions precedent to the financing of the capital purposes hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act to the extent required, have been performed; and

WHEREAS, it is now desired to authorize the financing of such capital purposes; NOW, THEREFORE, BE IT

RESOLVED, by the Board of Trustees of the Village of Wappingers Falls, Dutchess County, New York, as follows:

Section 1. For paying the cost of acquisition and installation of solar energy panels and related equipment (Solar Garden) at the Village's water treatment facility, in and for the Village of Wappingers Falls, Dutchess County, New York, including incidental improvements in connection therewith, a specific object or purpose, there are hereby authorized to be issued \$311,500 bonds of said Village pursuant to the provisions of the Local Finance Law.

Section 2. It is hereby determined that the estimated maximum cost of the aforesaid specific object or purpose is \$311,500, and the plan for the financing thereof is by the issuance of the \$311,500 bonds of the Village of Wappingers Falls, Dutchess County, New York, authorized to be issued pursuant to this resolution.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years pursuant to subdivision thirty-two of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will not exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Village Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Village Treasurer, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Village of Wappingers Falls, Dutchess County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property in said Village a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Village of Wappingers Falls, Dutchess County, New York, by the manual or facsimile signature of the Village Treasurer and a facsimile of its corporate seal shall be imprinted thereon and may be attested by the manual or facsimile signature of the Village Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Village Treasurer, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he or she shall deem best for the interests of the Village; provided, however, that in the exercise of these delegated powers, he or she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Village Treasurer shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Village by the facsimile signature of its Village Treasurer, providing for the manual countersignature of a fiscal agent or of a designated official of the Village), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Village Treasurer. It is hereby determined that it is to the financial advantage of the Village not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Village Treasurer shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which is effective immediately, shall be published in summary in the *Poughkeepsie Journal*, the official newspaper, together with a notice of the Village Clerk in substantially the form provided in Section 81.00 of the Local Finance Law.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____
_____	VOTING	_____

The resolution was thereupon declared duly adopted.

* * *

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Village Clerk of the Village of Wappingers Falls, Dutchess County, New York, DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Board of Trustees of said Village, including the resolutions contained therein, held on July 10, 2013, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board of Trustees had due notice of said meeting.

I FURTHER CERTIFY that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notices

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village
on _____, 2013.

Village Clerk

(CORPORATE
SEAL)

PAGGI, MARTIN & DEL BENE LLP
Consulting Engineers & Land Surveyors

56 Main Street
Poughkeepsie, New York 12601
845-471-7898
845-471-0905 (FAX)

VIA E-MAIL/MAIL:

June 25, 2013

Village Board
Village of Wappingers Falls
2628 South Avenue
Wappingers Falls, New York 12590

Attention: Hon. Matt Alexander

Reference: Solar Panel Array
Village Water Plant

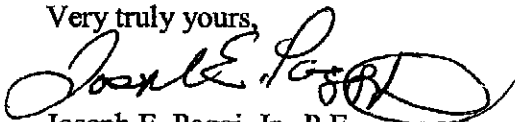
Dear Mayor Alexander:

Attached please find the Full Environmental Assessment Form for the above referenced project. Please place on the July 10th, 2013 Village Board Agenda for review.

In addition, please sign Page 1 where indicated (Signature of Responsible Officer in Lead Agency) and Page 10 (Signature of Applicant/Sponsor).

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,


Joseph E. Paggi, Jr., P.E.

JEP:law
Attachment
cc: John Karge w/attachment

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

☒ Part 1

☒ Part 2

☒ Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- ☐ A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore a **negative declaration will be prepared**.
- ☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration will be prepared.***
- ☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration will be prepared**.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Solar Panel Construction - Village Water Plant

Name of Action

Village Board, Village of Wappingers Falls

Name of Lead Agency

Matt Alexander

Mayor

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

June 13, 2013

Date

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Solar Panel Construction - Village Water Plant

Location of Action (include Street Address, Municipality and County)

12 Canale Way, Wappingers Falls, New York 12590, Dutchess County

Name of Applicant/Sponsor Village Board

Address 2628 South Avenue

City / PO Wappingers Falls State New York Zip Code 12590

Business Telephone (845) 297-8773 Ext. 5

Name of Owner (if different) _____

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Construction of solar panels at the Village Water Plant to supply power to the plant.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: ☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☒ Other Municipal Water Plant

2. Total acreage of project area: 8.0 acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	<u>1.0</u> acres	<u>1.0</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	<u>1.0</u> acres	<u>1.0</u> acres
Other (Indicate type) <u>Lawn</u>	<u>6.0</u> acres	<u>6.0</u> acres

3. What is predominant soil type(s) on project site? Gravel

- a. Soil drainage: ☒ Well drained 100 % of site ☐ Moderately well drained _____ % of site.
☐ Poorly drained _____ % of site

- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? ☐ Yes ☒ No

- a. What is depth to bedrock 100 (in feet)

5. Approximate percentage of proposed project site with slopes:

☒ 0-10% 90 % ☐ 10- 15% _____ % ☒ 15% or greater 10 %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? ☐ Yes ☒ No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? ☐ Yes ☒ No

8. What is the depth of the water table? 65 (in feet)

9. Is site located over a primary, principal, or sole source aquifer? ☒ Yes ☐ No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? ☒ Yes ☐ No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? ☐ Yes ☒ No

According to:

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

☐ Yes ☒ No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

☐ Yes ☒ No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? ☐ Yes ☒ No

15. Streams within or contiguous to project area:

Wappingers Lake (Creek)

- a. Name of Stream and name of River to which it is tributary

Hudson River

16. Lakes, ponds, wetland areas within or contiguous to project area:

- b. Size (in acres):

17. Is the site served by existing public utilities? ☒ Yes ☐ No
- a. If YES, does sufficient capacity exist to allow connection? ☒ Yes ☐ No
- b. If YES, will improvements be necessary to allow connection? ☐ Yes ☒ No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? ☒ Yes ☐ No
20. Has the site ever been used for the disposal of solid or hazardous wastes? ☐ Yes ☒ No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).

- a. Total contiguous acreage owned or controlled by project sponsor: 8.0 acres.
- b. Project acreage to be developed: 0.75 acres initially; 0.75 acres ultimately. **(New Solar Array)**
- c. Project acreage to remain undeveloped: _____ acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing 10; proposed 10
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units: N/A
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: _____ 8' height; _____ 4' width; _____ 8' length. **(Each Panel)**
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 0 tons/cubic yards.

3. Will disturbed areas be reclaimed ☒ Yes ☐ No ☐ N/A

a. If yes, for what intended purpose is the site being reclaimed?

b. Will topsoil be stockpiled for reclamation? ☒ Yes ☐ No

c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☒ No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 0 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

☐ Yes ☒ No

6. If single phase project: Anticipated period of construction: 6 months, (including demolition)

7. If multi-phased: N/A

a. Total number of phases anticipated _____ (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? ☐ Yes ☒ No

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Number of jobs generated: during construction 10 ; after project is complete 1 - 2

10. Number of jobs eliminated by this project 0 .

11. Will project require relocation of any projects or facilities? ☐ Yes ☒ No

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☒ No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? ☐ Yes ☒ No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? ☐ Yes ☒ No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? ☐ Yes ☒ No

16. Will the project generate solid waste? ☐ Yes ☒ No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? ☐ Yes ☒ No

c. If yes, give name _____ ; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? ☐ Yes ☒ No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? ☐ Yes ☒ No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? ☐ Yes ☒ No

19. Will project routinely produce odors (more than one hour per day)? ☐ Yes ☒ No

20. Will project produce operating noise exceeding the local ambient noise levels? ☐ Yes ☒ No

21. Will project result in an increase in energy use? ☐ Yes ☒ No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity _____ gallons/minute. N/A

23. Total anticipated water usage per day _____ gallons/day. N/A

24. Does project involve Local, State or Federal funding? ☒ Yes ☐ No

If yes, explain:

NYSERDA Grant

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Grant	
		Contract	
		SEQR	
City, Town, Village Planning Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Site Plan -	
		(Conceptual Review)	
City, Town Zoning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City, County Health Department	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other Local Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Other Regional Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
State Agencies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSERDA	
Federal Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? ☐ Yes ☒ No

If Yes, indicate decision required:

<input type="checkbox"/> Zoning amendment	<input type="checkbox"/> Zoning variance	<input type="checkbox"/> New/revision of master plan	<input type="checkbox"/> Subdivision
<input type="checkbox"/> Site plan	<input type="checkbox"/> Special use permit	<input type="checkbox"/> Resource management plan	<input type="checkbox"/> Other

2. What is the zoning classification(s) of the site?

N/A

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

N/A

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans?

☒ Yes

☐ No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Commercial, Residential

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile?

☒ Yes

☐ No

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

- a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? ☐ Yes ☒ No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

☐ Yes ☒ No

a. If yes, is existing capacity sufficient to handle projected demand? ☐ Yes ☐ No

12. Will the proposed action result in the generation of traffic significantly above present levels? ☐ Yes ☒ No

a. If yes, is the existing road network adequate to handle the additional traffic. ☐ Yes ☐ No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Hon. Matt Alexander, Mayor Date _____

Signature _____

Title Mayor

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be any impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO ☐ YES ☒

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Construction of solar panel array in northeast corner of the property.

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☒ NO ☐ YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------	--------------------------	--------------------------	--

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☒ NO ☐ YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

☒ NO ☐ YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other Impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
-------------------------------------	-----------------------------------	--

5. Will Proposed Action affect surface or groundwater quality or quantity?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will require a discharge permit. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction or operation causing any contamination of a water supply system. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will adversely affect groundwater. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action would use water in excess of 20,000 gallons per day. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow residential uses in areas without water and/or sewer services. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
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6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

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|---|-------------------------------------|-----------------------------------|--|
| • Removal of any portion of a critical or significant wildlife habitat. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Application of pesticide or herbicide more than twice a year, other than for agricultural purposes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction activity would excavate or compact the soil profile of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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|---|-------------------------------------|-----------------------------------|--|
| • The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|---|-------------------------------------|--------------------------|---|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Solar panels will be located in open field.

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Any impact to an archaeological site or fossil bed located within the project site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
Other Impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other Impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

☒ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other Impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

☐ NO ☒ YES

Examples that would apply to column 2

- | | | | |
|---|-------------------------------------|--------------------------|---|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Solar panels will provide power to water plant decreasing dependency on grid.

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|--|--------------------------|--------------------------|--|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

☒ NO ☐ YES

- | | | | |
|--|--------------------------|--------------------------|--|
| • Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?

☒ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will conflict with officially adopted plans or goals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will cause a change in the density of land use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Development will create a demand for additional community services (e.g. schools, police and fire, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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|--|-------------------------------------|-----------------------------------|--|
| • Proposed Action will set an important precedent for future projects. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will create or eliminate employment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

☒ NO ☐ YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is important.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

VILLAGE OF WAPPINGERS FALLS

2628 South Ave.
Wappingers Falls, N.Y. 12590
(845)-297-8773 Fax (845)-298-2645

RESOLUTION NUMBER: __201301__

Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for Improvements for North Mesier Avenue, Village of Wappingers Falls, Dutchess County, PIN 8761.03 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the Village of Wappingers Falls desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction, construction inspection and construction supervision

NOW, THEREFORE, the Wappingers Falls Village Board, duly convened does hereby

RESOLVE, that the Wappingers Falls Village Board hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Wappingers Falls Village Board hereby authorizes the Village of Wappingers Falls to pay in the first instance 100% of the non-federal share of the cost of construction, construction inspection and construction supervision work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$674,995.00 is hereby appropriated from

VILLAGE OF WAPPINGERS FALLS

2628 South Ave.
Wappingers Falls, N.Y. 12590
(845)-297-8773 Fax (845)-298-2645

_____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full non-federal share costs of the project exceeds the amount appropriated above, the Village of Wappingers Falls Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof, and it is further

RESOLVED, that the Mayor of the Village of Wappingers Falls be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the Village of Wappingers Falls with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the Mayor, the following municipal titles: Commissioner of Public Works, Village Engineer, Village Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

VILLAGE OF WAPPINGERS FALLS

2628 South Ave.
Wappingers Falls, N.Y. 12590
(845)-297-8773 Fax (845)-298-2645

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

I, _____, Clerk of the **Village of Wappingers Falls**, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the **Village of Wappingers Falls**, New York, this _____ day of _____, 2013.

Clerk, Village of Wappingers Falls



First Presbyterian Church

2568 SOUTH AVENUE
WAPPINGERS FALLS, NEW YORK 12590

July 8, 2013

Honorable Matt Alexander
2628 South Avenue
Wappingers Falls, NY 12590

RECEIVED
JUL 09 2013
VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

Dear Mayor Alexander;

Recently I spoke with you about installing a backflow preventer, for the purpose of hopefully eliminating problems with the village sewerage system in our area when the systems demands are greater than it can handle due to large rain storms or hurricanes that hit our area. In 2011 we experience this problem and experience almost \$50,000 in damages to our Sunday school and other areas in the basement of our building.

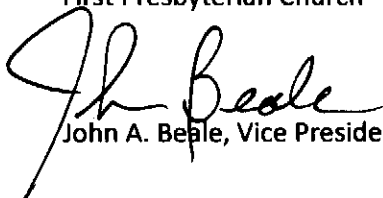
We are planning during the week of July 22, installing a backflow preventer and manhole on our property to hopefully eliminate this problem in the future and also the ability to clean out the backflow if needed with the use of the manhole.

Enclose please find engineering plans from Connecticut Precast Corporation for the proposed manhole and the Thermoplastic valves PVC gray backwater valve to prevent backflow problems.

We respectfully request permission to install the proposed system within the timeline that works for our contractor.

Sincerely,

First Presbyterian Church


John A. Beale, Vice President

CUSTOMER:
FIRST PRES. CHURCH
1268 SOUTH AVE,
WAPPENGERS NY

DATE: 06/22/13
Contact: John Beale
john@jabeale.com

SCOPE OF WORK: SEWER BACK FLOW PREVENTER

OPTION 2:

- **EXCAVATE DOWN TO EXISTING SEWER LINE OUT SIDE THE BUILDING TO EXPOSE THE LINE.**
- **INSTALL BACK FLOW PREVENTOR AND CLEAN OUTS TO GRADE.**
- **BACK FILL AND RAKE OUT , SEED AND HAY DISTURBED AREAS**
- **INSTALL MAN HOLE FOR ACCESS TO CLEAN OUTS AND BACKFLOW.**

TOTAL ON ABOVE WORK: [REDACTED]
NOT INCLUDED IS ANY REPAIR TO SIDE WALKS IF NEEDED.
ALSO LOCATION OF PIPE.

PAYMENT SCHEDULE:

DEPOSIT DUE TO ORDER MATERIAL:..... [REDACTED]
BALANCE DUE UPON COMPLETION:..... [REDACTED]

NOT INCLUDED IN BID: IF ROCK LEDGE , FROZEN GROUND , OR ANY HAZZARDOUS OR UNSUITABLE MATERIAL IS FOUND. UNKNOWN IRRAGATION, TELEPHONE, ELECTRIC, CABLE WATER, DOG WIRE ETC. DAMAGE TO DRIVEWAY OTHER THAN TO INSTALL SYSTEM. ALL SERVICE AND REPAIR AVAILABLE AT FAIR MARKET VALUE.CUSTOMER IS RESPONSIBLE FOR ANY AND ALL PERMITS. ANY TESTING FROM THE HEALTH DEPARTMENT IS BASED ON TIME AND MATERIAL, OTHER THAN STATED ABOVE.

SINCERELY,

KENNETH HAEGE
OWNER P.L.M

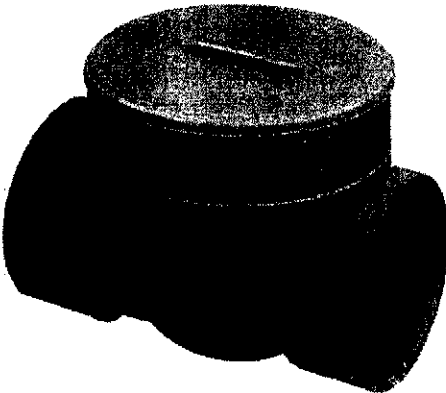
APPROVED BY: _____

DATE: _____



Thermoplastic Valves Product Guide & Engineering Specifications

Backwater Valves

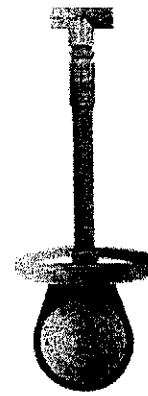


Backwater Valve

Features - PVC Gray

Backwater Valves are designed to prevent backflow in numerous applications where easy service access for maintenance and cleaning is needed. Excellent for use in sanitary or storm sewer drainage systems to prevent waste back up due to inadequate drainage, for balancing multi-level ponds, aquaculture features or storage tank systems, and many other applications. Spears® Backwater Valve has been engineered for improved function and easier service, especially in buried service with use of optional Service-Access Extension Kit.

- All PVC Construction with EPDM Flapper Seal
- Threaded Top Plug for Convenient Service
- Simple Snap-In Internal Flapper Assembly for Easy Replacement
- Optional Factory Assembled Service-Access Extension Kits - External Housing with Internal Extension for Convenient Removal, Inspection or Replacement
- Optional Extension Components Kits for Assembly with User-Supplied Pipe
- Available in Sizes 2", 3", 4" and 6" with Socket Ends
- Direct Connection to ASTM D 2665 PVC DWV or other IPS size pipe. Spears® IPS x Sewer Adapters Available for Connection to ASTM 3034 Sewer
- Conforms to ASME/ANSI A112.14.1 for Backwater Valves
- Pressure Rated to 43 psi (100 feet of head) @ 73°F



Valve with Extension Kit

PVC Service-Access

Extension Kit Options:

Available as a complete unit, with or without valve, factory assembled to internal flap assembly, extension pipe, and external extension housing with top access adapter in convenient increments of 12", 16", 20", 24", 36", and 48" (measured from top of valve to top of extension). All extension kits can be cut shorter in the field for custom fits. Also available as Extension Components Kits, with or without valve for assembly with user-supplied Class 125 or Schedule 40 pipe. Kits without valve require use of existing valve top Access Plug, all kits require solvent cement assembly to valve. Contact Spears® for pricing on custom cut lengths.

Sample Engineering Specification

All thermoplastic valves shall be Backwater type constructed from PVC Type I, ASTM D 1784 Cell Classification 12454. All Valve Seats shall be EPDM. All valves shall have external Arrow Flow Indicator. All valves shall be pressure rated to 43 psi (100 feet of Head) for water @ 73°F as manufactured by Spears® Manufacturing Company.

Quick-View Backwater Valve Selection Chart Standard Valve

Valve Size	Seat Material	PVC Material	Pressure Rating
		Socket	
2	EPDM	S275P	43 psi (100 feet of Head)
3	EPDM	S375P	
4	EPDM	S475P	
6	EPDM	S675P	

Quick View

Extension Components Kit Options

Extension Adapters and Flap Assembly with or without valve. Must be assembled with user-supplied Class 125 or Schedule 40 Pipe.

Valve Size	Socket Valve With Extension Component Kit	Extension Component Kit Only	Pressure Rating
2	S275P-AK	S275P-ECK	43 psi (100 feet of head)
3	S375P-AK	S375P-ECK	
4	S475P-AK	S475P-ECK	
6	S675P-AK	S675P-ECK	

Connecticut Precast Corp.

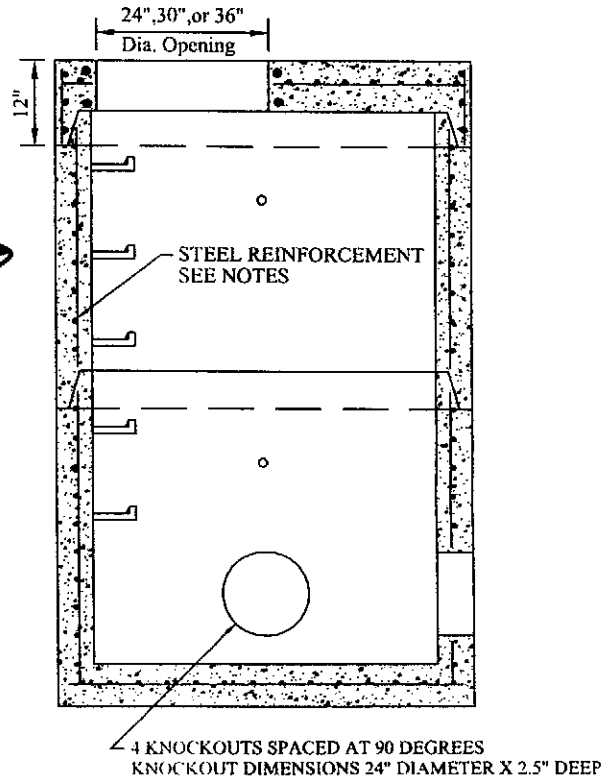
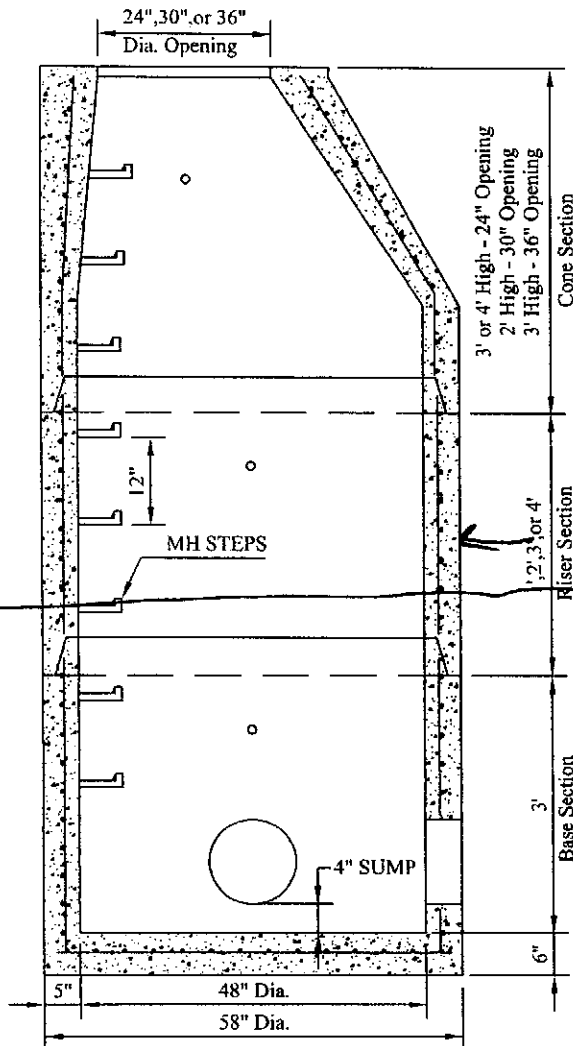
555 Fan Hill Road, Monroe, CT 06468 Telephone (203) 268-8688
Fax (203) 452-1007

Manholes

48" Diameter Precast w/Straight Base Slab

Approximate weights:

36" Base	4200 LBS.	24" Cone	1600 LBS.
48" Base	5000 LBS.	36" Cone	2400 LBS.
Risers/vf	800 LBS.	48" Cone	3200 LBS.
Top Slab	1400 LBS.		



NOTES:

1. Minimum Concrete Compressive Strength: 4,000PSI @ 28 Days.
2. Design Loading: AASHTO HS-20.
3. Meets or exceeds ASTM C478, AASHTO M-199, and CTDOT Specifications.
4. Steel reinforcement conforms to ASTM A-185 area 0.12 sq.in./vert. ft.
5. Type III air-entrained concrete.
6. Joints shall be sealed with a butyl rubber sealant conforming to ASTM C443 and C990, AASHTO M-198 Type B, and/or Federal Specification SS-S-00210 (201-A),
7. Steps shall be 1/2" dia. steel reinforced copolymer steps conforming to ASTM C478, AASHTO M-199, and OSHA Regulation 29 CFR 1910.27. Steps shall be cast in vertical alignment.
8. Base section is monolithic.

Thermoplastic Valves Product Guide & Engineering Specifications

Backwater Valves



Quick View Backwater Valves with Extension Kit to Premade Lengths

Socket Valve with complete Extension Assembly in precut lengths.

Valve x Extension Size ¹	Socket Valve With Extension	Valve x Extension Size ¹	Socket Valve With Extension	Pressure Rating
2 x 12HT	S275P-120	4 x 12HT	S475P-120	43 psi (100 feet of head)
2 x 16HT	S273P-160	4 x 16HT	S473P-160	
2 x 20HT	S275P-200	4 x 20HT	S475P-200	
2 x 24HT	S275P-240	4 x 24HT	S475P-240	
2 x 36HT	S275P-360	4 x 36HT	S475P-360	
2 x 48HT	S275P-480	4 x 48HT	S475P-480	
3 x 12HT	S375P-120	6 x 12HT	S675P-120	
3 x 16HT	S373P-160	6 x 16HT	S673P-160	
3 x 20HT	S375P-200	6 x 20HT	S675P-200	
3 x 24HT	S375P-240	6 x 24HT	S675P-240	
3 x 36HT	S375P-360	6 x 36HT	S675P-360	
3 x 48HT	S375P-480	6 x 48HT	S675P-480	

1 - Size designates nominal valve size x extension height (HT-top of valve to top of extension, inches).

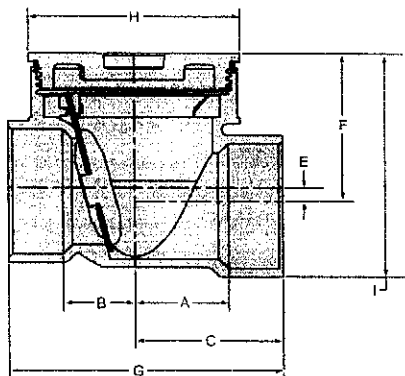
Quick View Service Access Extension Kit Only In Premade Lengths (valve not included)

Extension Assembly in precut lengths. Use existing valve top Access Plug.

Size ¹	Premade Extension	Size ¹	Premade Extension	Pressure Rating
2 x 12HT	SAEK-020-120	4 x 12HT	SAEK-040-120	43 psi (100 feet of head)
2 x 16HT	SAEK-020-160	4 x 16HT	SAEK-040-160	
2 x 20HT	SAEK-020-200	4 x 20HT	SAEK-040-200	
2 x 24HT	SAEK-020-240	4 x 24HT	SAEK-040-240	
2 x 36HT	SAEK-020-360	4 x 36HT	SAEK-040-360	
2 x 48HT	SAEK-020-480	4 x 48HT	SAEK-040-480	
3 x 12HT	SAEK-030-120	6 x 12HT	SAEK-060-120	
3 x 16HT	SAEK-030-160	6 x 16HT	SAEK-060-160	
3 x 20HT	SAEK-030-200	6 x 20HT	SAEK-060-200	
3 x 24HT	SAEK-030-240	6 x 24HT	SAEK-060-240	
3 x 36HT	SAEK-030-360	6 x 36HT	SAEK-060-360	
3 x 48HT	SAEK-030-480	6 x 48HT	SAEK-060-480	

1 - Size designates nominal valve size x extension height (HT-top of valve to top of extension, inches). All extension kits can be cut shorter in the field for custom fits.

STANDARD VALVE



Standard Valve Dimensions

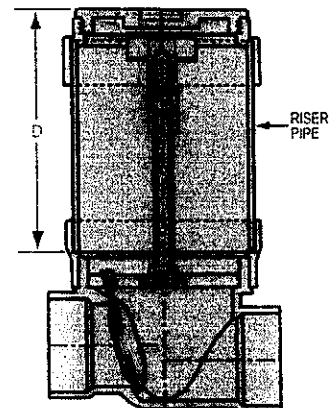
Size	A	B	C	E	F	G	H	I
2	1-13/16	1-3/4	2-5/8	5/16	3-1/4	5-9/32	4-3/16	4-9/16
3	2-5/8	2	4-3/16	13/32	4-1/8	7-3/4	6	6-1/8
4	3-5/8	3-3/4	5-7/16	23/32	5-7/16	10-15/16	8-1/4	7-15/16
6	4-3/4	4-5/8	7-3/4	13/16	7-3/16	15-3/8	11-1/4	10-13/16



VALVE WITH EXTENSION KIT

Valve with Extension Kit Dimensions (Inches)

HEIGHT-D
12
16
20
24
36
48
D = Top of plug Standard Valve to top of plug with Extension





American Legion

Post-427

Commander
Raymond C. Chase Jr.
(914) 297-2943

7 Spring Street
Wappingers Falls, N.Y.
12590

Date: June 6, 2013
Memo to: Mayor M. Alexander
From: V.C. Robert Centorani
Subject: Renewal of Lease at 7 Spring Street, Wappingers Falls, NY 12590
Reference: 1. Attached is a copy of our current lease between the American Legion and Village of Wappingers Falls dated Jan 26, 2009
2. Post 427 meeting dated June 3, 2013

The American Legion Post 427 at 7 Spring Street, Wappingers Falls, NY 12590 has submitted a request to renew the attached lease under the same conditions.

The new dates of the agreement will be extended from January 1, 2014 thru January 1, 2024.
Please review the proposal by September 1, 2013 and let me know of your intent.

Robert Centorani, 1st Vice Commander
American Legion – Post 427
Wappingers Falls, New York

Cc: Louis Viglotti, Attorney ✓
J. Brown, Treasurer
John Karge, Village Clerk
Raymond Chase, Commander

Office of the Clerk
VILLAGE OF WAPPINGERS FALLS

2628 South Ave.
Wappingers Falls, N.Y. 12590
(845)-297-8773 Fax (845)-298-2645

Date: 11/29/04

6/3/2013

Memo to: Maryann Loncto

Subject: Annual lease increase 7 Spring St.

Dear Maryann,

Please be advised that the monthly lease agreement dated 26 January 2004 between the Village of Wappingers Falls and American Legion Post 427 reflects the following:

Forty Eight Hundred Dollars per year for the first year of the lease (2004) and an annual rent increase of 3.5% each year for the next 9 years starting with January 2005.

Please adjust the 2005 vouchers by \$14.00 upwards.

Thank-You,

John M. Karge

.cc Board
.cc Treasurer
.cc Raymond Chase

VERGILIS, STENGER, ROBERTS, PERGAMENT & VIGLOTTI, LLP
ATTORNEYS AND COUNSELORS AT LAW

1136 ROUTE 9

WAPPINGERS FALLS, NEW YORK 12590

(845) 298-2000

FAX (845) 298-2842

e-mail: VSRP@BeatWeb.net

GERALD A. VERGILIS*
KENNETH M. STENGER
ALBERT P. ROBERTS
LOUIS J. VIGLOTTI
JOAN F. GARRETT**
THOMAS R. DAVIS
EMANUEL F. SARIS

KAREN P. MACNISH
KEVIN T. McDERMOTT
STEVEN K. PATTERSON
JAY B. RENFRO

*ADMITTED TO PRACTICE
IN NY & FLA.

January 22, 2004

**ADMITTED TO PRACTICE
IN NY & CONN.

OF COUNSEL:
IRA A. PERGAMENT
LEGAL ASSISTANT:
AMY E. DECARLO

POUGHKEEPSIE OFFICE
276 MAIN MALL
POUGHKEEPSIE, NY 12601
(845) 452-1046

PINE PLAINS OFFICE
2990 CHURCH ST.
P.O. BOX 21
PINE PLAINS, NY 12567
(518) 398-9857

ADDRESS REPLY TO: () POUGHKEEPSIE
() WAPPINGERS
() PINE PLAINS

Mr. John Karge, Village Clerk
Village of Wappingers Falls
2628 South Avenue
Wappingers Falls, New York 12590

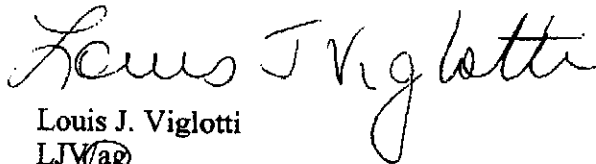
Re: Lease Agreement

Dear John:

Enclosed please find the new lease agreement (as well as the old agreement) with regard to the building located at 7 Spring Street, Wappingers Falls. Please have the mayor execute same.

Should you have any questions do not hesitate to contact the undersigned.

Very truly yours,



Louis J. Viglotti
LJV/ag
Enc.

This Agreement BETWEEN AMERICAN LEGION POST 427

and VILLIAGE OF WAPPINGERS FALLS
7 Spring Street, Wappingers Falls, New York 12590

as Landlord

Witnesseth: The Landlord hereby leases to the Tenant the following premises:
A two story structure located at 7 Spring Street, Village of
Wappingers Falls, State of New York, presently used as Building
and Zoning Offices of the Village of Wappingers Fallp

as Tenant

for the term of TEN (10) YEARS

to commence from the 1st day of JANUARY 2004 19 and to end on the
31 day of DECEMBER 2014 19 to be used and occupied only for

municipal and civic uses and furtherance of the village government

upon the conditions and covenants following:

1st. That the Tenant shall pay the annual rent of

FOURTY EIGHT HUNDRED DOLLARS per year for the first year of
the lease and a annual rent increase of 3.5% each year for the
next nine years

said rent to be paid in equal monthly payments in advance on the
term aforesaid, as follows:

day of each and every month during the

The sum of FOUR HUNDRED (400.00) Dollars on the first day of
January, 2004 and like amount on the first day of each and every
month thereafter until the first day of December, 2005 at which
time the monthly rent shall be increased by 3.5% and will
increase by 3.5% per year for the remainder of said lease

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by
the elements excepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and require-
ments of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said
premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said
premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New
York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or under-
lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or
occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on
account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall im-
mediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises
can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If
part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which
part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not
required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Land-
lord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other
cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of
the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant
must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty.
Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's
intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must
deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or
casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not
release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York
Real Property Law Section 227.

- 6th. The said Tenant agrees the said Landlord and the Landlord's agent and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.
- 7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.
- 8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.
- 9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.
- 10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.
- 11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.
- 12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.
- 13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.
- 14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.
- 15th. The Tenant has this day deposited with the Landlord the sum of \$ _____ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.
- 16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.
- 17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.
- 18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.
- 19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.
- 20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.
- 21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out—or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of

19

Signed, sealed and delivered
in the presence of

.....L. S.

.....L. S.

.....L. S.

State of New York,

County of Dutchess

ss.:

On the

26th

day of

January

2004

before me personally came

to me known and known to me to be the individual
acknowledged to me that he

described in, and who executed, the foregoing instrument, and
executed the same.

Calvin LaRue

JOHN M. KARGE NO. 01KA6081948
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES 10-15-2006

State of New York,

County of

ss.:

On the

day of

19

before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of

the corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said corpora-
tion; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
of said corporation; and that he signed his name thereto by like order.

LEASE

Dated: 19

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has set hand and seal this day of

19

WITNESS

L. S.

RIDER TO LEASE AGREEMENT

Notwithstanding anything contained in the Lease to the contrary, the parties further agree as follows

1. The landlord will use the first floor of the building on the first monday of each month from 7pm to 9pm
2. Space rented is (as is) on the first floor only excluding area used by landlord for storage of equipment and display. Basement will be used for american legion office and storage
3. The tenant shall be responsible for all alterations made to the building and compliance with all code matters will be the responsibility of the tenant. Prior to making any alterations the tenant shall seek premission from the landlord in writing. Landlord s permission shall not be unreasonably withheld.
4. Tenant shall be solely responsible for the removal of snow from leased area. The tenant shall keep the leased premises, interior and exterior free and clear of all garbage and debris.
5. with respect to this lease premise, tenant shall name landlord as additional insured on all casualty and liability policies.
6. This lease will include whatever parking the landlord has, located in the rear of the building with access off of East Main Street.

AMERICAN LEGION POST 427

by:


COMMANDER

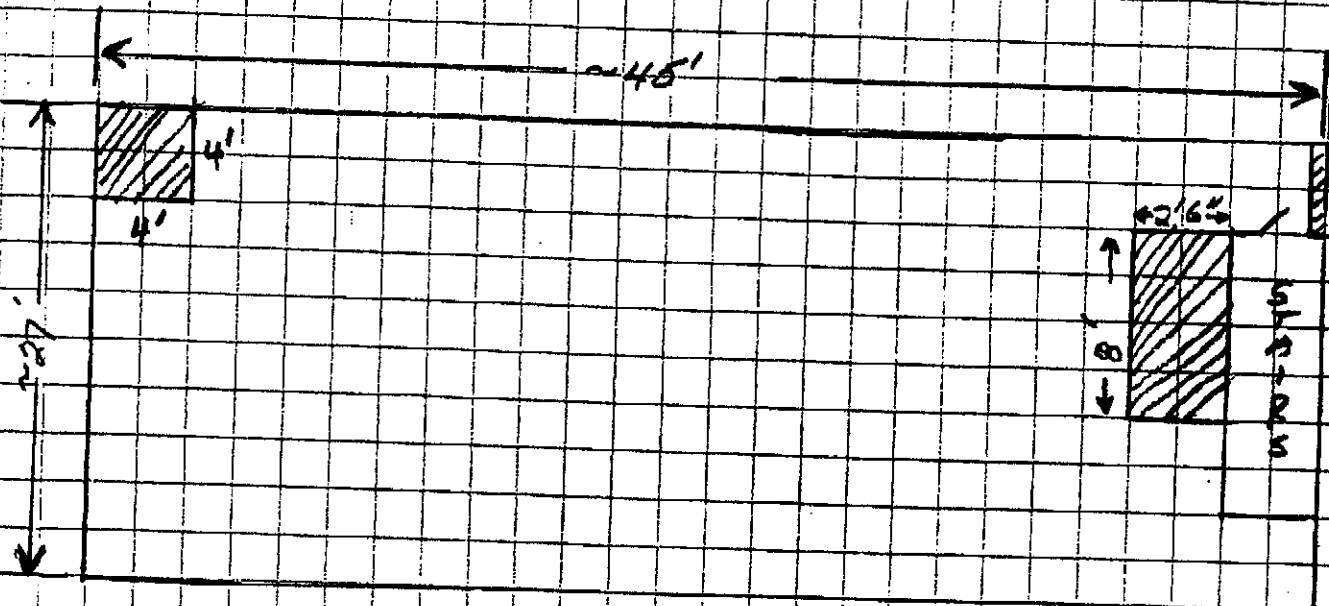
VILLAGE OF WAPPINGERS FALLS

by:



AMERICAN LEGION BLDG.

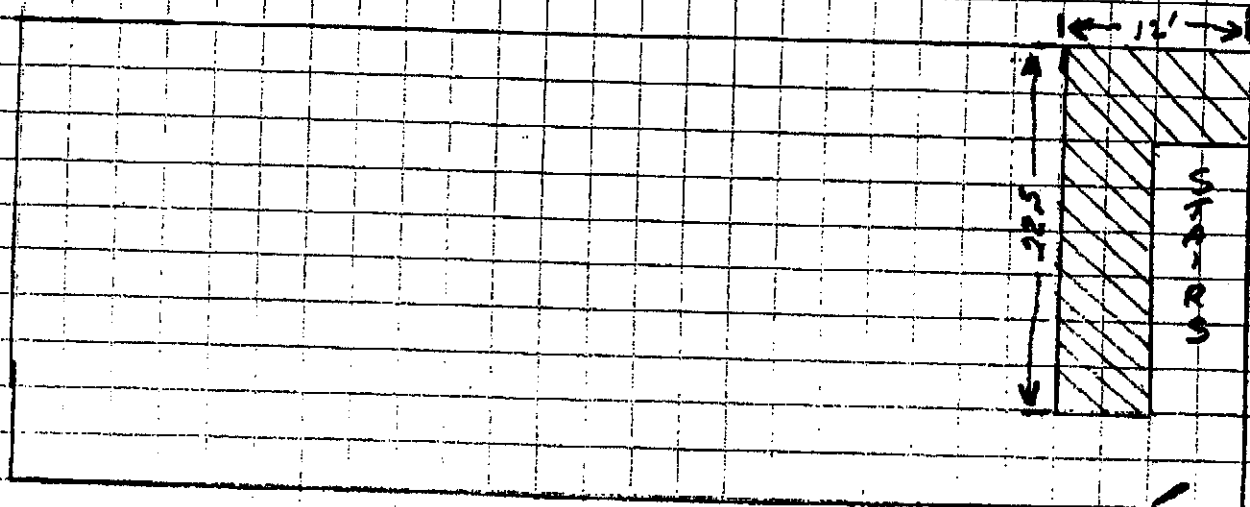
1ST FLOOR



1215 TOT. SQ FT

- 30 AMER. LEGION

~1185 SQ FT VILLAGE (RENT) 1ST FL.



GROUND FL.

1215 TOT. SQ FT

- 270 AMER. LEGION

~945 SQ FT VILLAGE (RENT)

Subject FW: The Uniform Notice of Claim Act
From Lou Viglotti <lviglotti@optonline.net>
Date Monday, July 1, 2013 2:39 pm
To "JMKarge@optonline.net" <jmkarge@optonline.net> , "Niznik, Jenifer" <jniznik3@aol.com> , "Komornik, Ronnie" <jkomorn@optonline.net> , mayormatt@live.com , 'John Chase' <jchase@wappingersfallsny.gov> , "Calabrese, Denise" <Cakoe@Aol.com> , 'Scott Davis' <sdavis@wappingersfallsny.gov>

John, let's put this on the agenda for next month and I would suggest that you, as Village Clerk, receive the notice. Lou

From: Wade Beltramo [mailto:Wade@nycom.org]
Sent: Monday, June 17, 2013 3:07 PM
To: Wade Beltramo
Subject: The Uniform Notice of Claim Act

To: City and Village Mayors, Managers, Administrators, Clerks, and Attorneys

From: NYCOM General Counsel Wade Beltramo

Re: The Uniform Notice of Claim Act

On December 17, 2012, Governor Cuomo signed the Uniform Notice of Claim Act into law. The Act, which became effective on June 15, 2013, amended New York's General Municipal Law to allow notices of claim against cities and villages* to be served on the New York Secretary of State as agent for New York's public corporations. Pursuant to the Act, the New York Department of State will forward any notice of claim served on it to the individual the city or village designates to receive the notices of claim.

To effectuate this new method of serving notices of claim on public corporations, General Municipal Law § 53 was added and requires each city and village to file with the New York Department of State a certificate that (a) designates the New York Secretary of State as the local government's agent for service of notices of claim, (b) provides the name and address of an officer, person, or designee, nominee or other agent-in-fact to which the Secretary of State will forward any notices of claim, and (c) provides the applicable time limit for filing a notice of claim on the city or village. Note that General Municipal Law § 50-e imposes a general 90 day time limit for filing a notice of claim. City and village officials should check with their attorney to determine if a different time limit has been established by statute.

Cities and villages should adopt a motion or resolution approving the designation and appointing the individual to whom the Secretary of State must mail notices of claim. City and village officials have until **July 15, 2013** to file the certificate with the Secretary of State.

Certificates of Designation of Notice of Claim may be filed online at https://appext20.dos.ny.gov/noc_public/f?p=800:8. Online filing is available seven days a week from 7:00 a.m. to 11:30 p.m.

As an alternative to the online filing method, Certificates of Designation of Notice of Claim may be filed using a paper form delivered to the Department of State, Division of Corporations, State Records and Uniform Commercial Code, One Commerce Plaza, 99

Washington Avenue, Albany, NY 12231. Requests for copies of the paper filing form must be sent to eDesignation@dos.ny.gov.

Failing to file a Certificate of Designation of Notice of Claim will not invalidate any notice of claim served on the New York Secretary of State.

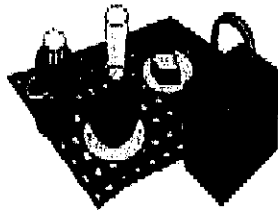
Individuals who serve a notice of claim on the New York Secretary of State will be charged a \$250 service fee. Half of the service fee will be retained by the New York Secretary of State and the other half provided to the public corporation named in the notice of claim. Public corporations that do not file a Certificate of Designation of Notice of Claim with the Department of State will not receive a share of the service fees.

Notices of Claim against cities and villages may be served on the Secretary of State beginning Monday, July 15, 2013.

Certificates of Designation of Notice of Claim may be amended online at https://appext20.dos.ny.gov/noc_public/f?p=800:2 or by contacting the Department of State at eDesignation@dos.ny.gov for a paper form.

Any questions regarding notices of claim may be sent to the Department of State at eDesignation@dos.ny.gov.

**The Uniform Notice of Claim Act applies to public corporations which is defined in General Construction Law § 66 as a municipal corporation, district corporations and public benefit corporations. Municipal corporation is defined to include cities, villages, towns, counties, and school districts.*



RECEIVED

JUL 02 2013

VILLAGE CLERK'S OFFICE
VILLAGE OF WAPPINGERS FALLS

Employee & Volunteer Picnic

TO: ALL EMPLOYEES & VOLUNTEERS

DATE: MONDAY, JULY 29TH

TIME: 12PM-2PM

WHERE: MESIER PARK

RSVP: HEATHER MCCORMICK-VILLAGE
HALL 845-297-8773 EXT. 1 BY FRIDAY, JULY
19TH